

**Duke, Daphne**

228124

**From:** Minges, Josh  
**Sent:** Wednesday, February 16, 2011 10:43 AM  
**To:** zulurgrk@yahoo.com; 'Michele S'; nsedwar@regstaff.sc.gov; tkline@dougallfirm.com; tdougall@dougallfirm.com; Duke, Daphne  
**Subject:** FW: Hello Mr. Minges, This is more critical information  
**Attachments:** Shamika Robinson Judgement.pdf; Initial contract from the H.O.A.pdf

Folks:

I received this email from Mr. Golden yesterday, containing information that he would like the Commission to consider. I have forwarded the information to our Clerk's Office for posting to his Docket (Docket No. 2011-63-C).

In the future, please copy all parties with any additional information you would like added to support your case.

Regards,

Josh Minges

Josh Minges, Staff Counsel  
Public Service Commission of South Carolina  
101 Executive Center Drive, Suite 100  
Columbia, South Carolina 29210  
Telephone: (803) 896-5193  
Facsimile: (803) 896-5231  
[Josh.Minges@psc.sc.gov](mailto:Josh.Minges@psc.sc.gov)  
<http://www.psc.sc.gov>

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**From:** G Man [mailto:zulurgrk@yahoo.com]  
**Sent:** Tuesday, February 15, 2011 5:21 PM  
**To:** Minges, Josh  
**Subject:** Hello Mr. Minges, This is more critical information

RECEIVED  
FEB 16 2011  
PSC SC  
MAIL / DMS

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

The Rabon Farms Homeowners Association,  
Inc.,

Plaintiff,

v.

1

Defendant(s).

IN THE COURT OF COMMON PLEAS

**NOTICE OF LIEN**

14973.28

YOU WILL PLEASE TAKE NOTICE that The Rabon Farms Homeowners Association, Inc. does hereby file the within Notice of Lien in connection with the unpaid assessments, fines, interest, costs and attorney's fees in the sum of \$678.45 on charges, accrued as of July 16, 2010 which amount is justly due and owed to The Rabon Farms Homeowners Association, Inc. and is carried on the records of the undersigned in the name of The Rabon Farms Homeowners Association, Inc..

The premises affected by the lien is described as follows:

189 Rabon Springs Road  
Located in Richland County, South Carolina.

TMS NUMBER

IN WITNESS WHEREOF, The Rabon Farms Homeowners Association, Inc. has hereunto set its hand and seal this 20 day of July, 2010

Antal Matthews  
WITNESS

Courtney Stewart  
WITNESS

Stephanie Trotter  
The Rabon Farms Homeowners Association, Inc.  
By: D. Ryan McCabe and Stephanie C. Trotter  
Its: Attorney

⋮

ROGERS TOWNSEND & THOMAS, PC  
ATTORNEYS AND COUNSELORS AT LAW

Tel 803-744-5252  
Fax 803-343-7017

Stephanie C. Trotter  
strotter@rtt-law.com  
(803) 744-5252

Mail PO Box 100200 (29202)  
220 Executive Center Dr., Suite 109  
Columbia, South Carolina 29210

Please Reply To Our Columbia Office

July 16, 2010

**NOTICE OF CONSUMER'S RIGHT TO CURE**

***VIA CERTIFIED MAIL RETURN RECEIPT  
REQUESTED & U.S. MAIL***

Sh  
18 Road  
Columbia, SC 29223

**RE: The Rabon Farms Homeowners Association, Inc. Dues  
Road  
Our fine Neighbor:**

Dear :

Enclosed you will find a copy of a Notice of Lien which has been sent to the Richland County Register of Deeds Office. Also enclosed you will find a copy of a notice required by the Fair Debt Collection Practices Act pursuant to 15 U.S.C. Section 1692g As Amended.

Currently you owe \$678.45 for homeowners' association dues and/or fines and assessments, which includes interest and attorney's fees as of the date of this letter.

Please send your cashier's check or money order payable to Rogers, Townsend & Thomas, P.C. Trust Account to P. O. Box 100200, Columbia, South Carolina 29202-3200 within thirty (30) days of the date of this letter. We can also accept credit card payments over the phone.

It is in your best interest to immediately resolve this matter, otherwise interest and attorneys' fees will continue to accrue **and the Association may proceed with initiating a foreclosure action without further notice.**

The Homeowner's Association Board regrets doing this, but it is necessary to collect dues in order to meet the Association's Budget and pay bills on behalf of the Association. The Homeowner's Association intends to take legal action on outstanding accounts on an incremental basis.

The Rabon Farms Homeowners Association, Inc. is entitled to the above amount pursuant to the Declaration of Covenants, Conditions, Restrictions, Easements, Charges and Liens for Rabon Farms.

**This letter is sent for the purpose of collecting a debt. All information obtained will be used for that purpose.**

- (BB) "STRUCTURE" shall mean and refer to any thing or object upon any portion of the Property including by way of illustration and not limitation, any Dwelling or building or part thereof, garage, porch, shed, mailbox, greenhouse, or bathhouse, coop or cage, covered or uncovered patio, siding, doors, fixtures, equipment, and appliances (including without limitation the heating and air-conditioning system for the Dwelling), furniture, glass, lights and light fixtures (exterior and interior), awnings, window boxes, window treatments, window screens, screens or glass-enclosed porches, balconies, decks, chutes, flues, ducts, conduits, wires, pipes, plumbing, and other like apparatus, playgrounds, playground equipment, tree houses and yard art, statuary, basketball goals (permanent or temporary), or other temporary or permanent sports equipment, swimming pool, fence, curbing, paving, driveways, walkways, wall or hedge, radio, television, wireless cable, or video antenna, satellite dishes, yard, lawn, landscaping, trees, shrubs, bushes, grass, well, septic system, sign, appurtenance, or signboard, whether temporary or permanent; any excavation, fill, ditch, diversion dam or other thing or device which affects or alters the natural flow of waters from, through, under or across any portion of the Property, or which affects or alters the flow of any waters in any natural or artificial stream, wash or drainage channel from, upon or across any portion of the Property; and any change in the grade of any portion of the Property of more than six (6) inches.
- (CC) "SUB-ASSOCIATIONS" when and if created, shall mean and refer to any other Additional Associations within the Property, all of the members of which are Members of the Association or the Master Association and which operates under authority granted by the Developer or the Association. The establishment of Neighborhoods, Neighborhood Architectural Control Authorities, Specific Purpose Area, or Specific Purpose Committees, if and when designated shall not be construed as creating a Master Association or Sub-Associations, unless expressly created and recognized as such by the Developer or the Association, When Empowered.
- (DD) "WHEN EMPOWERED" shall mean when the Developer has transferred the right of performing some function to the Association's Board of Directors or another entity by the recordation of a document in the office of The Register of Deeds for the county in which the Property is located, or by giving written notice to the Association at the Association's address of record, or to all Owners attending a duly called meeting for that purpose. Except for the rights retained by the Developer under its Class "C" Membership, the transfer of all functions to the Association and the rights and authority of the Developer for architectural control in the Community shall automatically occur when one hundred (100%) percent of the Dwellings permitted by the Master Plan have certificates of occupancy issued thereon and have been conveyed to Owners other than builders holding title for purposes of development and sale or when

**obtain that approval in writing.**

Nothing herein shall prevent the Developer or any builder of homes in the Community approved by Developer from using any Lot owned by Developer or such builder of homes for the purpose of carrying on business related to the development, improvement and sale of property in the Community, including the establishment of one or more model homes; or, to the extent allowed by applicable zoning laws, a private office to be maintained in a dwelling located on any of the Lots, subject to any and all conditions established by the approval granted by the Developer or the Association, When Empowered.

Notwithstanding the above, the leasing of a home on a Lot shall not be considered a trade or business within the meaning of this section. Whether or not it is specifically stated in a lease agreement, the Declaration makes all leases subject to the Declaration, By-Laws, the Regulations and the Architectural Guidelines. In addition, the Declaration requires all tenants and their guests to comply with these documents and makes the Lot Owner responsible for providing the tenant with notice of this fact and the requirements under these documents and for the actions of the tenant and of their guests.

No garage sale, moving sale, rummage sale or similar activity and no trade or business may be conducted in or from any Lot without the approval of the Association, except that an Owner or occupant residing in a Lot may conduct business activities within the Unit so long as: (a) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the Structures on the Lot; (b) the business activity conforms to all zoning requirements for the Properties and all other applicable laws and regulations; (c) the business activity does not involve persons coming onto the Lot or into the Properties who do not reside on that Lot or in the Properties or door-to-door solicitation of residents of the Properties in any way; and (d) the business activity is consistent with the residential character of the Properties and does not constitute any sort of a nuisance, or create a hazard or offensive use of any type or threaten the security or safety of other residents of the Properties, as may be determined in the sole discretion of the Developer or the Association, When Empowered. No signage, advertising or identifying a commercial enterprise, business, or a business activity (including garage sales) may be displayed on a Lot, from a Structure located on a Lot where it is in any way visible outside of that Structure, within any location abutting a private or public road right-of-way within the Properties or within a public road right-of-way abutting the Properties without the approval of the Developer or the Association, When Empowered.

### **LOT OWNER'S RESPONSIBILITY**

The Declaration requires that each owner comply with the Regulations. It is the responsibility of each lot/home owner to obtain a copy of these documents, to familiarize themselves with these documents and to require that their family members, guests, invitees, licensees and permittees do so as well. Failure on the part of an owner to acquire or to be provided with a copy of the Declaration, the Architectural Review Guidelines or the Regulations or to review these documents upon receipt does not in any way minimize the rights of the Developer or the Association, When Empowered, to enforce the terms of these documents or relieve an owner of the obligation of that owner, its family, its guests, its invitees, its licensees or permittees of their obligation to comply with these documents or the regulations set out in them.

**NOTICE REQUIRED BY THE FAIR DEBT COLLECTION PRACTICES ACT**  
**15 U.S.C. Section 1692, As Amended**

1. As of July 16, 2010, you owe \$678.45. Because of interest, late charges, attorney fees and other charges that vary from day to day, the amount due on the day you pay may be greater

2. The Rabon Farms Homeowners Association, Inc. is the Creditor to whom the debt is owed.

3. The debt described in this notice will be assumed to be valid by the Creditor's law firm unless you, the Debtor, within thirty (30) days after the receipt of this notice, dispute the validity of the debt or some portion thereof.

4. If you, the Debtor, notify the Creditor's law firm in writing within thirty (30) days of the receipt of this notice that the debt or any portion thereof is disputed, the Creditor's law firm will obtain verification of the debt, and a copy of the verification will be mailed to you, the Debtor, by the Creditor's law firm.

5. If the Creditor named in this notice is different from the original Creditor, and if you, the Debtor, make a written request to the Creditor's law firm within the (30) days from the receipt of this notice, the name and address of the original Creditor will be mailed to you by the Creditor's law firm.

6. This notice should not be construed as a thirty (30) day grace period. If, in writing, you request proof of the debt or the name and address of the original creditor within the thirty (30) day period that begins with your receipt of this notice, the law requires the Creditor's law firm to suspend its efforts (through litigation or otherwise) to collect the debt until the Creditor's law firm mails the requested information to you.

7. This notice pertains to your dealings with the Creditor's law firm as a debt

**This letter is sent for the purpose of collecting a debt. All information  
obtained will be used for that purpose.**

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

PERSONALLY appeared before me the undersigned, who states that (s)he saw the within The Rabon Farms Homeowners Association, Inc. by its Attorney, D. Ryan McCabe and Stephanie C. Trotter, sign seal and deliver the within Notice of Lien and that (s)he with the other witness witnessed the execution thereof.

Courtney Stewart  
WITNESS

SWORN to before me this 20  
day of July, 2010.

Christa Matthews  
Notary Public of the State of South Carolina  
My Commission Expires: 7-12-15

collector. It does not affect your dealings with the court, and in particular it does not change the time by which you must answer the complaint if we serve one on you. The summons that would be attached to the complaint would be a command from the court, not from the Creditor's law firm, and you would have to follow its instructions even if you dispute the validity or amount of the debt. The advice in this notice also does not affect the Creditor's law firm's relations with the court. The Creditor's law firm may file papers in any such suit according to the court's rules and the judge's instructions.

8. This is an attempt to collect a debt, and any information obtained will be used for that purpose. However, if you have previously received a discharge in bankruptcy, this notice is not and should not be construed as an attempt to collect a debt but only as an attempt to enforce a lien

**This letter is sent for the purpose of collecting a debt. All information obtained will be used for that purpose.**



*(a) Each and every Owner of any Lot or Lots within the Property, by acceptance of a deed to a Lot, whether or not it shall be so expressed in any such deed or other conveyance, shall be personally obligated to pay to the Association, the Assessments, and the Association's collection fees, attorneys fees and court cost incurred in collecting the Assessments, or in enforcing or attempting to enforce the Declaration, By-Laws and the Architectural Guidelines and Regulations established or amended from time to time by the Developer or the Board of Directors, When Empowered.*

*(b) Assessments, together with such interest thereon, and other costs of collection; including the Association collection fees, attorney fees and court costs shall be a charge on the land and shall be a continuing lien upon the Lot or Lots against which such Assessments are levied. Owners of any Lot shall share in the obligation of any other Owner of that Lot and shall be jointly and severally liable for any Assessments, the cost of collection, attorney fees and court costs that are attributable to that Lot. In the event an Owner holds title to multiple Lots in the Community, including without limitation, builders, the Association's continuing lien shall be treated as one all-encompassing lien over all the Lots of that Owner for purposes of the remedies set forth in Article X of this Declaration.*

Please contact my office at 744-5252 to discuss this matter.

With kind regards, I am,

Yours very truly,



Stephanie C. Trotter

SCT/cds

Enclosures

cc: The Rabon Farms Homeowners Association, Inc.  
(w/enclosures)

**This letter is sent for the purpose of collecting a debt. All information obtained will be used for that purpose.**

Copy of Initial  
HOA Dues

## Homeowners Association Assessment Statement And Explanation

Dear Closing Attorney:

Please note  
Initial \$175 annual  
Dues

-To insure that all Purchasers are made aware of the existence of the Homeowners Association, please ask the Purchaser(s) to review the information addressed below carefully and to execute this notice where requested to signify their understanding and agreement.

Unless additional instructions are provided below, please collect any Assessment(s) that are due the Association and deliver a check made payable to the Rabon Farms Homeowners Association, along with a copy of the HUD statement as verification of the amounts paid and a copy of this signed documents, to the Association at 4910 Trenholm Road, Suite C, Columbia, SC, 29206. The Association's phone number is 803-743-0600; fax 803-790-0340; e-mail address is closinginfo@mjsmgt.com.

The 2008 Annual Assessment for the Rabon Farms Homeowners Association is \$175.00/annually (\*) See Execution section on page 2. The Association's records show that \$0.00 has been paid for Lot 42 for this quarter and that \$0.00 is due for previous quarters.

Closing Date: 07/16/08

Authorization by Association: \_\_\_\_\_



Property Address: 369 Valley Heights Lane, Lot 42

**Additional Information: Please collect \$175.00 prorate for buyer & seller collect from Buyer; also collect \$50.00 Capital Contribution. Please submit copy of HUD and New Owner information, so they may be entered into Homeowner's Association Database.**

**\*\*\*PLEASE RETURN NEW OWNER INFORMATION\*\*\***

### Introduction:

The Association would like to welcome you into the community and into membership in the Homeowners Association. Depending upon the stage of development of the community at which you are closing, the Homeowners Association is either being operated by a Board of Directors appointed by the Developer, in the process of being expanded in the anticipation of a "Special Meeting" where a Board of Directors will be elected by and from the membership, or fully expanded and operating independent of the Developer. In any of these cases, the Association is looking for property owners who want to participate on committees and help the Association to accomplish its goals. The following is a brief explanation which will assure the Association that you were made aware of the existence of Association, the documents that authorize its creation and govern it, the Association's right to charge an annual assessment, and its authority to establish certain policies for the community. Please be so kind as to review the following explanation and provide us with the information requested below.

Prepared By: JR